

File No. 190152

Committee Item No. 7

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date February 27, 2019

Board of Supervisors Meeting

Date _____

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

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Completed by: Linda Wong

Date February 22, 2019

Completed by: Linda Wong

Date _____

1 [Accept and Expend Grant - California Department of Public Health - HIV Prevention State
2 Grant No. 18-10590 - \$467,082]

3 **Resolution retroactively authorizing the San Francisco Department of Public Health to**
4 **accept and expend a grant in the amount of \$467,082 from the California Department of**
5 **Public Health to participate in a program, entitled “HIV Prevention State Grant**
6 **No. 18-10590,” for the period of July 1, 2018, through June 30, 2019.**

7
8 WHEREAS, The California Department of Public Health has agreed to fund the
9 Department of Public Health (DPH) in the amount of \$467,082 for the period of July 1, 2018,
10 through June 30, 2019; and

11 WHEREAS, The purpose of this project will train twenty staff members of community
12 based organizations and DPH to become phlebotomists for the HIV/HCV/STD prevention
13 programs which will increase the capacity to provide street based HIV, HCV, and STD
14 screening; and

15 WHEREAS, The project will also allow for the purchase of supplies for syringe service
16 programs including syringes and harm reduction supplies; and

17 WHEREAS, Funds from this grant will allow staff to attend trainings to build the
18 capacity of community based organizations and DPH staff to promote and provide PrEP,
19 especially to communities with lower PrEP uptake including men of color, transwomen,
20 cisgender women, and youth, to strengthen the knowledge and skills of staff in HIV
21 prevention, and to provide increased capacity for staff in understanding diagnostic methods;
22 and

23 WHEREAS, The project will also fund an extension of the PrEP Supports campaign
24 designed to reach men of color and add STD message to current campaign; and
25

1 WHEREAS, The grant does not require an Annual Salary Ordinance Amendment; and
2 WHEREAS, A request for retroactive approval is being sought because DPH received
3 the full award agreement on December 3, 2018, for a project start date of July 1, 2018; and

4 WHEREAS, The grant terms prohibit including indirect costs in the grant budget; now,
5 therefore, be it

6 RESOLVED, That DPH is hereby authorized to retroactively accept and expend a grant
7 in the amount of \$467,082 from The California Department of Public Health; and, be it


8 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
9 indirect costs in the grant budget; and, be it

10 FURTHER RESOLVED, That DPH is hereby authorized to retroactively accept and
11 expend the grant funds pursuant to Administrative Code, Section 10.170-1; and, be it

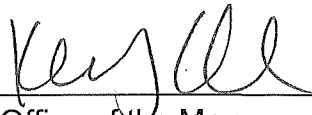
12 FURTHER RESOLVED, That the Director of Health is authorized to enter into the
13 Agreement on behalf of the City; and, be it

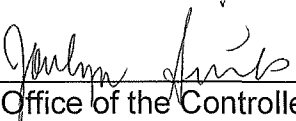
14 FURTHER RESOLVED, That within thirty (30) days of the agreement being fully
15 executed by all parties, the Department of Public Health shall provide the final agreement to
16 the Clerk of the Board for inclusion into the official file.

1 RECOMMENDED:

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3 
4 Greg Wagner
Acting Director of Health

APPROVED:


for Office of the Mayor

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6 
for Office of the Controller

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File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **HIV Prevention State Grant No. 18-10590**
2. Department: **Department of Public Health
Population Health Division (PHD)
Community Health Equity and Promotion (CHEP)**
3. Contact Person: **Tracey Packer** Telephone: **415-437-6223**
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: **\$467,082**
- 6a. Matching Funds Required: **\$0**
b. Source(s) of matching funds (if applicable):
- 7a. Grant Source Agency: **The California Department of Public Health**
b. Grant Pass-Through Agency (if applicable):
8. Proposed Grant Project Summary:
The State Office of AIDS funds will allow DPH to:
 - 1) **To train 20 staff members of community based organizations and DPH to become phlebotomists for the HIV/HCV/STD prevention programs. The funds will increase our ability to provide street based HIV, HCV, and STD screening.**
 - 2) **Purchase supplies for syringe service programs including syringes and harm reduction supplies.**
 - 3) **Attend training to build capacity of staff of DPH and community based organizations to promote and provide PrEP, especially to communities with lower PrEP uptake including men of color, trans women, cis gender women, and youth, to strengthen the knowledge and skills of staff in HIV prevention, and to provide increased capacity for staff in understanding diagnostic methods.**
 - 4) **Fund an extension of the PrEP Supports campaign designed to reach men of color and add STD message to current campaign.**
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: 07/01/2018 End-Date: 06/30/2019
- 10a. Amount budgeted for contractual services: **\$200,000**
 - b. Will contractual services be put out to bid? **No**
 - c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? **N/A**
 - d. Is this likely to be a one-time or ongoing request for contracting out? **N/A**

11a. Does the budget include indirect costs? Yes No

b1. If yes, how much? **\$0**

b2. How was the amount calculated? **N/A**

c1. If no, why are indirect costs not included?

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain): **No staff charged to project. Indirect cost is applied to salaries only.**

c2. If no indirect costs are included, what would have been the indirect costs? **No**

12. Any other significant grant requirements or comments:

We respectfully request for approval to accept and expend these funds retroactive to July 01, 2018. The Department received the subaward agreement on December 3, 2018.

Proposal ID: CTR00601129

Project ID: 10034317

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Existing Site(s) | <input checked="" type="checkbox"/> Existing Structure(s) | <input checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

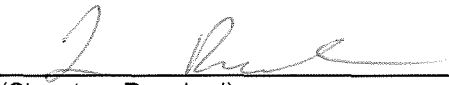
Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Toni Rucker, PhD
(Name)

DPH ADA Coordinator
(Title)

Date Reviewed: 01/25/2019

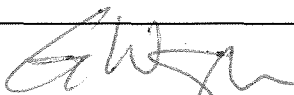

(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Greg Wagner
(Name)

Acting Director of Health
(Title)

Date Reviewed: 1/25/19


(Signature Required)

**California Department of Public Health
Office of AIDS - HIV Prevention Branch
State Fiscal Year 2018/2019 (07/01/2018 through 06/30/2019)
State General Fund 2018-2019 HIV Prevention Augmentation Funds**

Local Health Jurisdiction Name: San Francisco Department of Public Health, Population Health Division

1. PERSONNEL: For each requested position, provide the following information: 1) position title; 2) monthly salary; 3) percentage of time budgeted for this program; 4) total months of salary budgeted; and 5) total salary requested; 6) a brief overview of responsibilities for each position.

Classification	Monthly Salary	Percent of Time	Months	Budgeted Amount for Position	Duties and Responsibilities
	\$0	0%		\$0	
Total Personnel				\$0	

2. FRINGE BENEFITS: Provide information on the rate of fringe benefits used and the basis for their calculation. If a fringe benefit rate is not used, itemize how the fringe benefit amount is computed. For benefit rates that exceed 50% please provide a justification for the rate.

Benefits	LHJ Benefit Rate	Budgeted Amount	Additional Information
	1.00%	\$0	
Total Fringe		\$0	

3. OPERATING EXPENSES: (i.e. general office expenses, media/advertising, lab services, printing, training, space, equipment, etc.)

Expense Type	Budgeted Amount for Expense	Description of Expense
Phlebotomy training	\$60,000	Training costs to Bay Area Medical Academy to provide phlebotomy training for 10 SFDPH staff members and 10 staff of community based organizations. Increases our ability to provide street based HIV, HCV, and STD screening.
Syringe supplies	\$191,960	Purchase supplies for syringe service programs including syringes and harm reduction supplies.
Total Operating		\$251,960

4. TRAVEL: The amount requested in the should be for recipient staff travel only. (i.e. mileage, lodging, conference fees, food, etc.)

Travel Type	Number of Travelers	Budgeted Amount	Purpose of Travel
Travel to Biomedical HIV Prevention Summit in Los Angeles, December 3-4, 2018	4	\$4,052	To build capacity of staff to promote and provide PrEP, especially to communities with lower PrEP uptake including men of color, trans women, cis gender woment, and youth. \$285 registration/person; \$100 ground transportation/person; \$64 food/person (2 days); \$200 hotel/person (1 night); \$300 airfare/person
Travel to CDC National HIV Prevention Conference in Atlanta, GA, March 18-21, 2019	4	\$7,380	To strengthen the knowledge and skills of staff in HIV prevention. \$600 hotel/person (4 nights); \$69 food/person per day (5 days); \$100 ground transport/person; \$800 airfare/person
Travel to CDC HIV Diagnostics Conference in Atlanta, GA, March 25-28, 2019	2	\$3,690	To provide increased capacity for staff in understanding diagnostic methods. \$600 hotel/person (4 nights); \$69 food/person per day (5 days); \$100 ground transport/person; \$800 airfare/person
Total Travel		\$15,122	

5. SUBCONTRACTORS: Provide the following information: 1) subcontractor's name; 2) activities the subcontractor is responsible for; 3) percent of time budgeted for activities; 4) total months budgeted; 5) total amount budgeted for subcontractor; 6) a brief overview of activities subcontractor will be responsible for.

Subcontractor Name	Activity	Budgeted Amount	Description of Activities of Subcontractor
Heluna Health (for 510media)	Extend and enhance social marketing camp	\$200,000	Fund 510media to extend PrEP Supports campaign designed to reach men of color. Add STD message to current campaign.
Total Subcontractor		\$200,000	

6. INDIRECT COSTS: LHJ ICRs are negotiated between the department (CDPH Admin) & each individual LHJ. The Indirect Cost Rate (ICR) the LHJ submits in their budget must be the approved rate on file with CDPH. LHJs may allocate less than this rate but cannot exceed the rate. CDPH Indirect Cost Rate information available online: <https://www.cdph.ca.gov/Programs/PSB/Pages/IndirectCostRate.aspx>

Indirect Cost Type	% Rate	Total Amount Budgeted	Description of Indirect Cost
	1.00%	\$0	
Total Indirect Costs		\$0	

Budget Total **\$467,082**

HIV Prevention State Grant

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

City and County of San Francisco, hereinafter “Grantee”

Implementing the project, HIV Prevention State Grant, hereinafter “Project”

GRANT AGREEMENT NUMBER 18-10590

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 131085a.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to provide activities from the Office of AIDS, HIV Prevention Strategies in *Strengthening Our Guidance Through Integration: 2019 Guide to HIV Prevention and Surveillance*, including:

- Strategy A: Improve Pre-Exposure Prophylaxis Utilization
- Strategy B: Increase and Improve HIV Testing (routine, opt-out HIV testing only)
- Strategy C: Expand Partner Services
- Strategy D: Improve Linkage to Care
- Strategy K: Increase and Improve HIV Prevention and Support Services for People Who Use Drugs

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed \$467,082.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on November 1, 2018 or upon approval of this grant, and terminates on June 30, 2019. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2019.

PROJECT REPRESENTATIVES:

The Project Representatives during the term of this Grant will be:

California Department of Public Health	City and County of San Francisco
Schenelle Flores, HIV Prevention Implementation Section Chief	Tomas Aragon, Director of Population Health
1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814	101 Grove Street, Room 318 San Francisco, CA 94102
Telephone: (916) 449-5831 Email: schenelle.flores@cdph.ca.gov	Telephone: (415) 554-2898 Email: tomas.aragon@sfdph.org

Direct all inquiries to:

California Department of Public Health	City and County of San Francisco
Cheryl Austin, Prevention Program Advisor	Tracey Parker, Director of Comm. Health Equity and Promotion
1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814	25 Van Ness Avenue, Suite 650 San Francisco, CA 94102
Telephone: (916) 449-5810 Email: cheryl.austin@cdph.ca.gov	Telephone: (415) 437-6223 Email: tracey.parker@sfdph.org

Either party may change its Project Representative upon written notice to the other party.

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
City and County of San Francisco FI\$CAL ID: 0000007690
Cashier – Sajid Shaikh, Sr. Admin. Analyst
1380 Howard Street, 4 th Floor San Francisco, CA 94103
Telephone: (415) 255-3512 Email: sajid.shaikh@sfdph.org

STANDARD PROVISIONS: The following exhibits are attached and made a part of this Grant by this reference:

- EXHIBIT A LETTER OF AWARD
- EXHIBIT AI LIST OF ALLOCATIONS
- EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS
- EXHIBIT C STANDARD GRANT CONDITIONS
- EXHIBIT D ADDITIONAL PROVISIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, polices, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Tomas Aragon, Director of Population Health
City and County of San Francisco
25 Van Ness Avenue, Suite 650
San Francisco, CA 94102

Date: _____

Marshay Gregory, Chief
Contracts and Purchasing Services Section
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377



KAREN L. SMITH, MD, MPH
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



EDMUND G. BROWN JR.
Governor

Exhibit A
Letter of Award

August 14, 2018

Tracey Packer, MPH
AIDS Director
San Francisco Department of Public Health
Community Health Equity and Promotion Branch
25 Van Ness Avenue, Suite 500
San Francisco, CA 94102

Dear AIDS Director:

The California Department of Public Health (CDPH), Center for Infectious Diseases, Office of AIDS (OA) is pleased to announce the intent to award funds to your local health jurisdiction (LHJ) for HIV prevention activities. These funds will be available to your health department for State Fiscal Year 2018-2019. For the one-year budget period of July 1, 2018 through June 30, 2019 your award amount is \$467,082.

The funds must be used for evidence-based public health activities to address HIV prevention within your LHJ. To secure these funds, OA will develop and execute a grant agreement between your LHJ and CDPH. The scope of work (SOW) for these funds can include activities from the OA HIV prevention strategies in *Strengthening Our Guidance Through Integration: 2019 Guide to HIV Prevention and Surveillance*:

- Strategy A: Improve PrEP Utilization
- Strategy B: Increase and Improve HIV Testing (routine, opt-out HIV testing only)
- Strategy C: Expand Partner Services
- Strategy D: Improve Linkage to Care
- Strategy K: Increase and Improve HIV Prevention and Support Services for People Who Use Drugs



Activities from the *Laying the Foundation for Getting to Zero: California's Integrated HIV Surveillance, Prevention, and Care Plan* are also allowable:

- Strategy H: Improve Integration of HIV Services with STD, TB, Dental, and Other Health Services

By August 17, 2018, OA will send your LHJ a brief, web-based application to complete and return by Friday, August 31, 2018. The application will include a spreadsheet of allowable activities for all strategies. The application will require your LHJ to describe the specific activities your LHJ intends to fund, the performance indicators/deliverables your LHJ expects to achieve, and timelines for activity implementation and funding expenditure.

Your LHJ will return a budget detail on the template sent with the application link. The budget detail should be sent to OA.Prevention.Contracts@cdph.ca.gov. Eligible LHJs choosing not to apply for any or all funds will not be penalized if future funding opportunities become available. The application will require your LHJ to affirm that all requested funds will be spent by June 30, 2019.

Applications will be due on Friday, August 31, 2018. OA acknowledges the quick turnaround time; however, LHJs cannot begin work on the activities covered under this grant agreement until it is fully executed. All dollars from this funding opportunity must be spent by June 30, 2019.

If you have any questions, please feel free to contact me at 916-449-5831, or Kama Brockmann at 916-449-5964 or Kama.Brockmann@cdph.ca.gov via email.

Sincerely,



Schenelle Flores, Chief
HIV Prevention Implementation Section
Office of AIDS

Exhibit AI
List of Allocations

State Fiscal Year 2018 - 19 General Fund (11/01/2018 - 06/30/2019) HIV Prevention Augmentation Allocations	
LHJ	FY 18-19 Allocation
Alameda	\$ 180,989
Berkeley	\$ 25,000
Butte	Declined
Contra Costa	\$ 76,776
Fresno	\$ 121,252
Imperial	\$ 25,000
Kern	Declined
Long Beach	\$ 136,283
Los Angeles	\$ 1,671,166
Marin	\$ 25,000
Merced	\$ 25,000
Monterey	\$ 25,000
Napa	Declined
Orange	\$ 238,870
Pasadena	\$ 25,000
Placer	\$ 25,000
Riverside	\$ 229,734
Sacramento	\$ 150,252
San Bernardino	\$ 150,290
San Diego	\$ 424,382
San Francisco	\$ 467,082
San Joaquin	\$ 137,905
San Luis Obispo	\$ 25,000
San Mateo	\$ 46,924
Santa Barbara	\$ 25,000
Santa Clara	\$ 126,717
Santa Cruz	\$ 25,000
Solano	Declined
Sonoma	\$ 45,635
Stanislaus	\$ 43,345
Tulare	\$ 25,000
Ventura	\$ 33,398
Yolo	\$ 25,000
Total	\$ 4,581,000

This formula includes an equal weight for early syphilis incidence and HIV prevalence as well as using 0.2% HIV prevalence as the cutoff for which counties were funded. In addition, to balance the need to fund as many LHJs as possible with administrative burden and the need to provide meaningful services, the minimum award for LHJs was set at \$25,000. Each county was allocated the base amount of \$25,000 and the remaining funds were divided based on the 50/50 weighting.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.

B. Invoices shall include the Grant Number and shall be submitted quarterly to:

OA.Prevention.Invoices@cdph.ca.gov

Or

Invoice Desk
California Department of Public Health
Prevention Program
MS 7700
1616 Capitol Avenue, Suite 616
Sacramento, CA 95899-7426

C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Be prepared using the required invoice template, which will be provided by your CDPH HIV Prevention Program Advisor.
- 4) Identify the billing and/or performance period covered by the invoice.
- 5) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B
Budget Detail and Payment Provisions

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than forty five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding. Due dates for services provided during this Grant are:

Quarter	Service Period	Invoice Due Date
Second Quarter	11/01/2018 – 12/31/2018	02/15/2019
Third Quarter	01/01/2019 – 03/31/2019	05/15/2019
Fourth Quarter	04/01/2019 – 06/30/2019	08/15/2019

- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

6. Use of Funds

These funds shall be used to supplement and enhance existing local HIV prevention program activities and services and shall not replace existing services and activities, prevent the addition of new services and activities, and does not duplicate reimbursement of costs and services received from local funds or other sources.

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).
 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
- 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

Exhibit D
Additional Provisions

- 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.
- 2. Avoidance of Conflicts of Interest by Grantee**
- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

Exhibit D
Additional Provisions

3. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.



London N. Breed
Mayor

Greg Wagner
Acting Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Greg Wagner *GW*
Acting Director of Health

DATE: December 12, 2018

SUBJECT: Grant Accept and Expend

GRANT TITLE: Accept and Expend Grant – HIV Prevention State Grant No. 18-10590 - \$467,082

Attached please find the original and 1 copy of each of the following:

- Proposed grant resolution, original signed by Department
- Grant information form, including disability checklist -
- Budget and Budget Justification
- Grant application: Not Applicable. No application submitted.
- Agreement / Award Letter
- Other (Explain):

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Richelle-Lynn Mojica

Phone: 255-3555

Interoffice Mail Address: Dept. of Public Health, Grants Administration for
Community Programs, 1380 Howard St.

Certified copy required Yes

No

Introduction Form

By a Member of the Board of Supervisors or Mayor

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2019 FEB 5 PM 3:15
Time stamp
or meeting date

32

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor [] inquiries"
- 5. City Attorney Request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No. []
- 9. Reactivate File No. []
- 10. Topic submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.

Sponsor(s):

Supervisor Rafael Mandelman

Subject:

Resolution - Accept and Expend Grant - HIV Prevention State Grant No. 18-10590 - \$467,082

The text is listed:

Resolution retroactively authorizing the San Francisco Department of Public Health to accept and expend a grant in the amount of \$467,082 from The California Department of Public Health to participate in a program entitled, "HIV Prevention State Grant No. 18-10590," for the period of July 1, 2018, through June 30, 2019.

Signature of Sponsoring Supervisor:

For Clerk's Use Only

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Heluna Health	
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.	
1) Board – see attachment 2) Blayne Cutler, President/CEO, Margarita R. Buitrago, CFO/COO 3) N/A 4) N/A 5) N/A	
Contractor address: 13300 Crossroads Parkway North, Suite 450, City of Industry, CA 91746-3505	
Date that contract was approved:	Amount of contract: \$200,000
Describe the nature of the contract that was approved: PHFE will fund 510media to extend PrEP Supports campaign designed to reach men of color. They have demonstrated expertise in this area and have an established relationship with the AIDS Office.	
Comments: PHFE is a 501 (c) 3 Nonprofit with a Board of Directors	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form (Mayor, London N. Breed)

a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

12/03/2018

Heluna Health (formerly dba. Public Health Foundation Enterprise, Inc.)

Heluna Health Board of Directors 2018-2019

Officers:

EriK D. Ramanathan, JD Chair
Delvecchio Finley, Vice Chair
Tobert R. Jenks, Treasurer
Tamara Joseph, Secretary

Members:

Alex Baker
Carladenise Edwards
Clarence Lam
Edward Yip
Georgia Casciato
Jean O'Connor
Santosh Vetticaden
Scott Filer
Susan De Santi